

<i>SERFF Tracking Number:</i>	<i>NWFA-126938452</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47550</i>
<i>Company Tracking Number:</i>	<i>NRC-0110AO</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>457 Group Fixed Annuity Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: 457 Group Fixed Annuity Filing SERFF Tr Num: NWFA-126938452 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed-Approved-Closed State Tr Num: 47550

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: NRC-0110AO State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Authors: Angela D. Cox, Grace

Holland, Leonja Merritt, Clara

Pollard, Darcy Spangler, Natalie

Walden

Date Submitted: 12/17/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Concurrently being filed in Nationwide's state of domicile, Ohio.

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 01/05/2011

State Status Changed: 01/05/2011

Created By: Clara Pollard

Corresponding Filing Tracking Number:

Filing Description:

RE: Nationwide Life Insurance Company

NAIC # 66869 FEIN 31-4156830 NAIC Group # 140

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Darcy Spangler

Group Flexible Purchase Payment Deferred Fixed Annuity Contract and Revised Contract Specifications Page

SERFF Tracking Number: NWFA-126938452 State: Arkansas
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TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 457 Group Fixed Annuity Filing
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NRC-0110AO Fixed Annuity Contract
NRB-0106AO.1 Contract Specification Page

Amendment to Group Fixed Annuity Contract NRC-0106AO
NRD-0102AO Amendment

Amendment to Flexible Purchase Payment Deferred Variable Annuity Contract NRC-0105AO and Revised Contract
Specifications Page
NRD-0104AO Amendment
NRB-0105AO.1 Contract Specifications Page

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance (the "Department"). Upon approval by the Department, the forms will be available for Nationwide to utilize. No part of the filing contains any unusual or possibly controversial items from normal company or industry standards.

Description of Forms

Contract

NRC-0110AO is a group Flexible Purchase Payment Deferred Fixed Annuity Contract designed for issuance on a general basis to fund employer sponsored deferred compensation and defined contribution plans receiving tax favored treatment under Internal Revenue Code 457(g) and 401(a). However, Nationwide may offer this to other employer sponsored plans.

The group Flexible Purchase Payment Deferred Fixed Annuity Contract will be issued to the employer sponsored plan or trustee as the Owner, for the exclusive benefit of its plan participants and beneficiaries.

Contract Specifications Pages

NRB-0106AO.1 Contract Specifications Page - when issued will replace contract specifications page NRB-0106AO approved by the Department on 7/14/2006, State File # 32073. The Contract Specifications Page has been revised to remove the General Account Charge as Nationwide will no longer assess this charge. Nationwide certifies that no other changes were made to the form other than the form number was revised. The Contract Specifications Page is customized to reflect the specific charge structures that are negotiated with each employer sponsored plan.

Once approved Contract Specifications Page NRB-0106AO.1 will be utilized with group Flexible Purchase Payment

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Variable and Variable
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Deferred Fixed Annuity Contract NRC-0110AO.

NRB-0105AO.1 Contract Specifications Page - when issued will replace Contract Specifications Page NRB-0105AO approved by the Department on 7/14/2006, State File # 32073. The Contract Specifications Page has been revised to remove the Fixed Account Charge as it will no longer be assessed. Nationwide certifies that no other changes were made to the form other than the form number was revised. The Contract Specifications Page is customized to reflect the specific charge structures that are negotiated with each employer sponsored plan.

Once approved Contract Specifications Page NRB-0105AO.1 will be utilized with group Deferred Variable Annuity Contract NRC-0105AO, approved by the Department on 7/14/2006, State Department # 32073.

Amendments

NRD-0102AO is an Amendment to Group Flexible Purchase Payment Deferred Fixed Annuity Contract NRC-0106AO approved by the Department on 7/14/2006, State File # 32073. The Amendment removes the General Account charge from the Contract as Nationwide will no longer assess this charge. In addition, the Amendment will clarify the terms around the interest rate, and since the contract has no expiration date or definitive term, the amendment allows Nationwide to prospectively refuse to accept purchase payments, exchanges, and transfers to the contract. If accepted by the Owner pursuant to the Alteration and Modification sections of the Contract, the Contract will be modified as reflected in the Amendment. In order for the Amendment to be utilized the Owner and Nationwide must both accept the revised provisions and execute the Amendment.

Nationwide certifies that this Amendment will only be issued to existing contract owners upon execution of the Amendment.

NRD-0104AO is a Fixed Account Amendment that amends the Fixed Account provisions of Contract NRC-0105AO approved by the Department on 7/14/2006, State File # 32073. The amendment was revised to remove the Fixed Account Charge as Nationwide will no longer assess this charge. In addition the Amendment clarifies the terms around the interest rate, and since the contract has no expiration date or definitive term, the amendment allows Nationwide to prospectively refuse to accept purchase payments, exchanges, and transfers to the contract. If accepted by the Owner pursuant to the Alteration and Modification sections of the Contract, the Contract will be modified as reflected in the Amendment. In order for the Amendment to be utilized the Owner and Nationwide must both accept the revised provisions and execute the Amendment.

Memorandum of Variables

The forms are designed to be customized to meet the specific needs of each plan to which it is issued. As a result,

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Product Name:	457 Group Fixed Annuity Filing		
Project Name/Number:	/		

certain items, particularly the contract specifications pages described herein, are bracketed for variability to reflect the minimum and maximum charges allowable under the Contract. Should the charges fall outside of this range, Nationwide would be required to submit an updated Contract Specifications Page to the Department for approval.

Please see the Memorandum of Variables included in this submission for a full explanation on variability.

Other Information

Pursuant to the NAIC Model Act adopted by most states, group annuity forms issued to fund employer sponsored retirement plans are exempt from the readability requirements.

The following forms will be issued with the Contract:

Life and Disability Insurance Guaranty Association Act Notice Life 3940-B and Important Information for Contract Owners APO-6301-1.

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

Filing Contact Information

Clara Pollard, Sr. Compliance Analyst, Corporate Compliance PO Box 182455 1-33-102 Columbus, OH 43272-8921	pollarc@nationwide.com 800-691-0023 [Phone] 94507 [Ext] 614-249-2112 [FAX]
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Filing Company Information

Nationwide Life Insurance Company PO Box 182455 1-33-102 Columbus, OH 43272-8921	CoCode: 66869 Group Code: 140 Group Name: FEIN Number: 31-4156830	State of Domicile: Ohio Company Type: State ID Number:
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Filing Fees

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$250.00	12/17/2010	43066356

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<i>Product Name:</i>	<i>457 Group Fixed Annuity Filing</i>		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/05/2011	01/05/2011

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Disposition

Disposition Date: 01/05/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-126938452 State: Arkansas

Filing Company: Nationwide Life Insurance Company State Tracking Number: 47550

Company Tracking Number: NRC-0110AO

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: 457 Group Fixed Annuity Filing

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variables		Yes
Supporting Document	Certification for Reg 19 and Consumer Notices		Yes
Form	Group Fixed Annuity Contract		Yes
Form	Contract Specifications Page		Yes
Form	Amendment		Yes
Form	Amendment		Yes
Form	Contract Specifications Page		Yes

SERFF Tracking Number: NWFA-126938452 State: Arkansas

Filing Company: Nationwide Life Insurance Company State Tracking Number: 47550

Company Tracking Number: NRC-0110AO

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: 457 Group Fixed Annuity Filing

Project Name/Number: /

Form Schedule

Lead Form Number: NRC-0110AO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	NRC-0110AO	Policy/Cont Group Fixed Annuity Initial ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		46.400	Contract NRC-0110AO.pdf
	NRB-0106AO.1	Policy/Cont Contract ract/Fratern Specifications Page al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: NRB-0106AO Previous Filing #: 32073	0.000	Contract Specifications Page NRB-0106AO.1.pdf
	NRD-0102AO	Policy/Cont Amendment ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.300	Amendment NRD-0102AO.pdf
	NRD-0104AO	Policy/Cont Amendment ract/Fratern al	Initial		49.800	Amendment NRD-0104AO.pdf

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Company Tracking Number:	NRC-0110AO		
TOI:	A02.1G Group Annuities - Deferred Non-Variable and Variable	Sub-TOI:	A02.1G.002 Flexible Premium
Product Name:	457 Group Fixed Annuity Filing		
Project Name/Number:	/		

Certificate:

Amendmen

t, Insert

Page,

Endorseme

nt or Rider

NRB-0105AO.1	Policy/Cont Contract	Revised	Replaced Form #:	0.000	Contract
	ract/Fratern Specifications Page		NRB-0105AO		Specifications
	al		Previous Filing #:		Page NRB-
	Certificate:		32073		0105AO.1.pdf
	Amendmen				
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				



**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") will provide the benefits described in the Contract. The Contract is provided in consideration of the application and Purchase Payment(s) made by:

[THE ABC DEFERRED COMPENSATION PROGRAM, for the exclusive benefit of its Participants and their beneficiaries,] (the "Contract Owner").

Effective Date of Contract: [January 31, 2011]

Issue Date of Contract: [January 31, 2011]

Jurisdiction: [Any State]

This Contract is issued by Nationwide in consideration of the application and Purchase Payments by the Contract Owner. The Contract Owner accepts the Contract, subject to all its terms and conditions as set forth in this document as well as any endorsements or amendments.

Executed for Nationwide on the "Effective Date of Contract" by:

Two handwritten signatures are shown within a rectangular box. The signature on the left is "Robert W. Horn III" and the signature on the right is "Bill C. Walker".

Secretary

President

**GROUP FLEXIBLE PURCHASE PAYMENT
DEFERRED FIXED ANNUITY CONTRACT**
Non-Participating

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DEFINITIONS

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Contract for a calendar year. Nationwide determines this rate at its sole discretion.

Business Day - Each day the New York Stock Exchange and Nationwide's home office are open for business.

Companion Investment Option(s) - Another investment option under the Plan. This may include other investment contracts and options offered by Nationwide or by another provider.

Contract - The terms, conditions, benefits and rights of the group fixed annuity described in this document, as well as any endorsements, amendments and the application form.

Contract Anniversary - Beginning with the "Effective Date of Contract", each recurring one-year anniversary of the "Effective Date of Contract" during which the Contract remains in force.

Contract Owner - The entity identified on the face page of the Contract and the "Contract Specifications Page" as the Contract Owner.

Contract Value - The current value of assets held under the Contract.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan.

Guaranteed Minimum Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Interest Rate.

Nationwide - Nationwide Life Insurance Company.

Participant - An employee or independent contractor that is eligible to be a part of the Plan and is entitled to benefits under the Plan. The Contract Owner, or its designated representative, determines eligibility to participate in the Plan.

Participant Account - An individual account established for a Participant under the Plan. A Participant Account will record all transactions attributable to the Plan on behalf of the Participant or the Participant, if permitted by the Plan. This includes Participant Contributions, Exchanges and Transfers and accumulated interest.

Participant Account Value - The present value of the Participant's Account under the Contract.

Participant Benefit Payments - All payments of benefits that result from a Participant's retirement, termination of employment, or any payment that a Participant is entitled to based on the terms of the Plan. Participant Benefit Payments specifically exclude all employer initiated Withdrawals.

Participant Contributions - A portion of a Purchase Payment attributable to a Participant's election to contribute money to the Plan.

Plan - The employer sponsored retirement plan or tax deferred arrangement specified on the "Contract Specifications Page."

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner. Unless otherwise agreed to in writing, Nationwide only accepts Purchase Payments in the currency of the United States of America.

Retired Participant - A Participant that has severed his or her employment with the employer covered by the Plan and is eligible to receive distribution from his or her Participant Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Contract for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

Transfer(s) - The movement of amounts attributable to Participant Accounts to a non-Companion Investment Option.

Withdrawal - A liquidation and payment of part or all of the Contract Value directed by the Contract Owner. References to "Withdraw" or "Withdrawn" will also mean Withdrawal.

Withdrawal Value - The value of a partial or full Withdrawal of assets from the Contract. This represents the Contract Value on the date of Withdrawal minus any applicable charges stated on the "Contract Specifications Page."

GENERAL PROVISIONS

Entire Contract

The Contract, the application for the Contract, and any endorsements or amendments to the Contract constitutes the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

The Contract will not be contested by Nationwide.

Assignment

The Contract may not be assigned by the Contract Owner without the prior written consent of Nationwide.

Communication

All communications described in the Contract between the Contract Owner and Nationwide must be in writing and must be delivered to the respective parties' address listed on the "Contract Specifications Page." Any change of address by any party to the Contract must be communicated in writing to the other party.

Alteration or Modification

No agent or other person, except an authorized elected officer of Nationwide or specifically authorized designate, has the authority to change the terms and conditions of the Contract. Any changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. A copy of any amendment or endorsement modifying the Contract will be furnished to the Contract Owner. Amendments and endorsements to the Contract may be subject to state regulatory approval before taking effect. In addition, the Contract may be modified or superseded by applicable law.

Nationwide may amend the Contract by providing the Contract Owner ninety (90) days advanced written notice. The Contract Owner will receive any amendment or endorsement to the Contract. In addition, Nationwide and the Contract Owner may mutually agree to amend the Contract.

In the event any modifications to the charge structures, contact information or elections stated on the “Contract Specifications Page” are made, Nationwide will provide updated “Contract Specifications Page” to the Contract Owner. The new “Contract Specifications Page” will supersede the existing pages on the effective date of the change.

Plan Amendment

Unless otherwise provided, the Contract Owner will notify Nationwide at least thirty (30) days prior to the effective date of the following events:

1. amendment or modification of the Plan that may materially affect Nationwide’s obligations hereunder;
2. change in the administrative practices adhered to by the Plan that may materially affect Nationwide; or
3. change in the investment options offered by the Plan, including addition of investment options or alteration and/or modification of investment options.

The Plan is not a part of this Contract. Nationwide’s rights and obligations are governed by the Contract.

Notwithstanding the foregoing, Nationwide may amend the Contract when, in the opinion of Nationwide, an amendment is necessary to comply with the action of any legislative, judicial, or regulatory body which impacts the Contract. In the event such amendments to the Contract cause an adverse financial impact to the Plan, the Contract may be terminated by the Contract Owner in accordance with the Termination provision of the Contract.

The Contract Owner may amend the Plan when, in the opinion of the Contract Owner, an amendment is necessary to comply with the action of any legislative, judicial or regulatory body which impacts the Plan. In the event such amendments to the Plan cause an adverse financial impact to Nationwide, the Contract may be terminated by Nationwide in accordance with the Termination provision of the Contract.

Number

Unless otherwise provided, all references in this Contract in the singular form will include the plural; all references in the plural form will include the singular.

CONTRACT EXPENSES

Nationwide will deduct the applicable charges described herein.

Contract expenses are negotiated between Nationwide and the Contract Owner based on a multitude of factors, including, but not limited to, the number of Participants covered by the Contract, the size of Plan assets, the overall expense structure of the Plan, and how the Contract Owner wants expenses distributed. The expenses described herein are deducted from Participant Accounts.

Contract Maintenance Charge

Nationwide may assess a Contract Maintenance Charge. The Contract Maintenance Charge is a flat dollar fee assessed against the assets of the Contract. If this charge is assessed by Nationwide, the amount and frequency is stated on the Contract Specifications Page. Unless otherwise agreed to by Nationwide in writing, the Contract Owner will determine how this charge is to be allocated and deducted from Participant Accounts.

Participant Account Charge

Nationwide may assess a Participant Account Charge against each Participant Account. The Participant Account Charge is a flat-dollar fee. If this charge is assessed by Nationwide the amount and frequency is stated on the Contract Specifications Page.

Plan Expenses and Additional Service Fees

The Contract Owner may decide to deduct expenses associated with the Plan or fees associated with additional services provided to Participants from assets held under the Contract. Nationwide will deduct these expenses or fees from the Contract. The Contract Owner must notify Nationwide in writing of the amount to be deducted for Plan expenses and how these deductions will be apportioned among the Participant Accounts.

Additional Expense Charges

If the Contract Owner requests Nationwide to perform additional services related to the Contract, but not specifically described herein, then Nationwide may assess charges for such services rendered against the assets held in the Contract. Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the additional services described herein and how these deductions will be apportioned among the Participant Accounts.

Premium Taxes

Nationwide will deduct from the Contract the amount of any premium taxes levied by a state or any other government entity upon Purchase Payments received by Nationwide. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law.

INTEREST CREDITING UNDER THE CONTRACT

The Contract offers an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. Nationwide credits interest to the Contract at these rates that it prospectively declares. Interest rates are determined at the sole discretion of Nationwide, including any excess interest rates. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payment and Transfer and Exchange allocations to the Contract at any time.

Contract guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Contract is non-participating and will not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Interest Rate for the Contract is listed on the “Contract Specifications Page.” Nationwide reserves the right to modify the Guaranteed Minimum Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Contract for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate to be credited for the next calendar quarter. Notwithstanding the preceding, the Withdrawal Value will be subject to a market value adjustment described herein due to termination.

Crediting Interest to the Contract

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Contract on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Contract Value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Contract Value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Contract Value

The Contract Value on any given Business Day is equal to:

1. total Purchase Payments allocated to the Contract; plus
2. the daily interest earned; plus
3. Exchanges or Transfers to the Contract; minus
4. Exchanges or Transfers out of the Contract; minus
5. Withdrawals from the Contract; minus
6. Participant Benefit Payments; minus
7. any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value under the Contract

A Participant Account Value on any given Business Day is equal to:

1. total Participant Contributions allocated to the Contract; plus
2. the daily interest earned on the Participant's Account; plus
3. Exchange or Transfers to the Contract; minus
4. Exchange or Transfers out of the Contract; minus
5. Withdrawals from the Contract; minus
6. Participant Benefit Payments; minus
7. any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

PURCHASE PAYMENTS

Acceptance of Purchase Payments

Purchase Payments, representing Participant Contributions or other Plan contributions on behalf of Participants to Participant Accounts, are accepted by Nationwide at the address listed on the Contract Specifications Page. Nationwide will only accept Purchase Payments denominated in the currency of the United States of America. Nationwide may accept Purchase Payments in another manner, such as securities in-kind subject to the following:

1. The Contract Owner provides advance notice to Nationwide and any specific information requested by Nationwide regarding the nature of the Purchase Payment; and
2. Nationwide provides its written consent to accept the Purchase Payment.

Nationwide reserves the right to discontinue accepting Purchase Payments to the Contract at any time.

Processing of Purchase Payments

Purchase Payments will be applied to the Contract as described on the "Contract Specifications Page". If the allocation of the Purchase Payment is not identified by the Contract Owner concurrently with Nationwide's receipt of the Purchase Payment or if the Purchase Payment is lacking any other supporting information reasonably necessary for Nationwide to process the Purchase Payment, Nationwide may return the Purchase Payment to the Contract Owner without any further liability on the part of Nationwide.

Crediting and Recapture

To the extent permitted by law, Nationwide may credit additional amounts to the initial Purchase Payment by mutual agreement of Nationwide and the Contract Owner. Typically, these credits are done at the request of the Contract Owner and are designed to cover expenses incurred by the Contract Owner upon leaving a previous investment provider. Nationwide anticipates recouping these expenses over time through managing of credited interest rates to take into account any additional crediting. In the event the Contract is terminated prior to recouping the costs associated with providing these credits, Nationwide will subtract the remaining unrecouped expenses associated with these credits from the Withdrawal Value.

PARTICIPANT ACCOUNTS

Nationwide is responsible for maintaining Participant Accounts under the Contract but may delegate this duty to a third-party. Any third-party maintaining Participant Accounts will be identified on the Contract Specifications Page as the "Record-Keeper".

Nationwide will establish a Participant Account for each Participant making Participant Contributions to the Contract. The Participant Account will record the financial transactions made by the Contract Owner, or Participant if permitted by the Plan. These financial transactions include Exchanges, Transfers, Participant Contributions and Participant Benefit Payments. Contract expenses are deducted from each Participant Account.

EXCHANGES AND TRANSFERS

General Information Regarding Exchanges and Transfers

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Contract at any time.

Exchanges and Transfers out of the Contract are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation, or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Contract are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Contract and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Contract and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Contract.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Contract via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Contract via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

1. The amount to be Exchanged each month is equal to the value of the Contract of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
2. Any additional Participant Contribution, Exchange and/or Transfer to the Contract of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
3. If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
4. The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

PARTICIPANT BENEFIT PAYMENTS

Retirement Income Payment Options

Nationwide agrees to make the following fixed payment schedules and annuity options available to Retired Participants. Payment frequencies available under these income payment options are monthly, quarterly, semi-annual and annual.

1. Payments of a Designated Amount - This payment schedule option represents a systematic liquidation of the Participant Account by taking a specified dollar amount at a determined frequency.
2. Payments of a Designated Period - This payment schedule option represents a systematic liquidation of the Participant Account by taking payments over a specific period of time at a determined frequency.

3. Life Income - This annuity payment provides the Retired Participant with payment contingent exclusively on his or her continuation of life. Payments are calculated using current annuity purchase rates and methods.
4. Life Income with Payment Certain (5, 10, 15, or 20 Years) - This annuity payment option provides the Retired Participant with payment contingent on his or her continuation of life, but with a guarantee that at least a minimum pre-determined duration of payments are received by the Retired Participant and any named beneficiaries of the Retired Participant, regardless of the mortality of the Retired Participant. Payments are calculated using current annuity purchase rates and methods.
5. Joint and Last Survivor Life Income - This annuity payment option allows the Retired Participant and another named individual to receive payments guaranteed throughout their lives. Payments cease upon the last "survivor's" death. Nationwide may also permit Joint and Last Survivor annuities with payment reductions after the first death. Payments are calculated using current annuity purchase rates and methods.
6. Any Other Option - Nationwide may make any other payment plans available upon agreement of the Contract Owner and Nationwide. Additional annuity payment options made available by Nationwide will be calculated using current annuity purchase rates and methods.

Death of Participant

If a Participant dies prior to severance of employment with the Contract Owner, the beneficiary(ies) of the Participant will receive a death benefit equal to the Participant's Account Value on the date Nationwide receives a written request (on a form provided by Nationwide) and proof of the Participant's death. Distribution of a death benefit representing the Participant Account proceeds will be done in a manner consistent with the requirements of the Plan.

Death of Retired Participant

If a Retired Participant dies prior to the beginning of payments, the beneficiary(ies) of the Retired Participant will receive a death benefit equal to the Participant's Account Value on the date Nationwide receives a written request (on a form provided by Nationwide) and proof of the Participant's death. Distribution of a death benefit representing the Participant Account proceeds will be done in a manner consistent with the requirements of the Plan.

If a Retired Participant dies after an income payment option has begun, the beneficiary(ies) of the Retired Participant will receive either: (1) the remaining scheduled payments under an annuity payment option or any commuted value assuming such commuted value is allowed under the annuity payment option; or (2) the remaining scheduled payments under a systematic liquidation or a lump-sum of the present Participant Account Value.

Involuntary Cash-Outs of Participant Accounts

Under circumstances permitted by the Plan (such as low Participant Account Value), Nationwide may pay to a Participant or Retired Participant the balance of his or her Participant Account in a lump-sum in-lieu of retaining such Participant Account or making available any payment schedules or annuity payment options. Any involuntary payment to the Participant described herein will be done in a manner consistent with applicable law.

Misstatement of Age

In the event the age of any Participant or Retired Participant has been misstated, Nationwide may adjust the Participant or Retired Participant's age of record to comport with the proper age. Nationwide may also request proof of age in the form of a birth certificate prior to making any annuity payments.

Other Participant Benefit Payments

The Contract Owner, or Participant if permitted by the Plan, may request any other Participant Benefit Payment permitted under the Plan.

TERMINATION AND WITHDRAWALS

In the event Nationwide provides annuity payment options to Retired Participants, notwithstanding anything in the Contract to the contrary, including Contract termination, Nationwide will retain the assets attributable to Retired Participants that are receiving annuity payments from Nationwide.

Termination by the Contract Owner

The Contract Owner may terminate the Contract at any time by notifying Nationwide in writing. Once Nationwide receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following Nationwide's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Termination by Nationwide

Nationwide may terminate the Contract at any time by notifying the Contract Owner in writing. Once the Contract Owner receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following the Contract Owner's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Payment of the Withdrawal Value

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Contract.

1. Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Contract in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Contract less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Contract. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
2. Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Contract in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:
 - a) the Contract Value on the date before the installment is Withdrawn; divided by
 - b) the number of remaining installments.

Contract Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

Recapture of Acquisition Expenses

If Nationwide has provided any additional credits to the initial Purchase Payment that have not been recouped upon termination, Nationwide will deduct any unrecouped expenses associated with such credits from the Withdrawal Value.

CONTRACT SPECIFICATIONS PAGES

Contract Owner: [ABC Section 457 Deferred Compensation Plan, for the exclusive benefit of its Participants and their beneficiaries.]

Contract Owner's Address: [1234 Main Street
Suite 100
Anyplace, Any State 12345]
[Attn: John Doe, Director]

Nationwide's Address: [Nationwide Life Insurance Company
5900 Parkwood Road
Dublin, Ohio 43016
Attn: VP - Public Sector Finance and Actuarial]

Plan: [ABC Section 457 Deferred Compensation Plan]

Record-Keeper: [N/A][DEF Record-Keeping Company]

Processing of Purchase Payments: Purchase Payments will be applied to the Contract by Nationwide within [five][(5)] business days of receipt in good order.

Contract Expenses:

Contract Maintenance Charge: [N/A][[\$10,000,000] per [month][quarter][year]]

Participant Account Charge: [N/A][[\$100] per Participant per [month][quarter][year]]

Exchange and Transfer Limitation Elected:

[N/A][Combined aggregate Exchange and Transfer limitation of [100%] of the Contract Value with a combined maximum number of outgoing Exchanges and Transfers per Participant of [50] per year. The Contract Value for purposes of determining the limitation is established on the [December 31st] of the previous calendar year for the current calendar year.]

[N/A][Combined per Participant Exchange and Transfer limitation of [100%] of the Participant's Account value allocated to the Contract with a combined maximum number of outgoing Exchanges and Transfers per Participant of [50] per year. A Participant is required to wait a minimum of [60] days between each Exchange and/or Transfer.]

Guaranteed Minimum Interest Rate: [0.00%]

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**Amendment
to
Group Flexible Purchase Payment Deferred Fixed Annuity Contract**

General Information Regarding this Amendment

This amendment is made a part of the Group Flexible Purchase Payment Deferred Fixed Annuity Contract ("the Contract") to which it is attached. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide"); and

WHEREAS, Nationwide and the Contract Owner wish to modify this Contract pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. DEFINITIONS

The following definitions are hereby deleted from the contract in their entirety and replaced with the following:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

Guaranteed Minimum Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Interest Rate.

2. CONTRACT EXPENSES

The "CONTRACT EXPENSES" section of the Contract is hereby deleted in its entirety and replaced with the following:

CONTRACT EXPENSES

Nationwide is authorized to deduct the applicable charges described herein. The contract charges described herein are deducted from Participant Accounts.

Contract Maintenance Charge

Nationwide may deduct a Contract Maintenance Charge. The Contract Maintenance Charge is a flat dollar fee deducted from the Contract Value. If this charge is deducted by Nationwide, the amount and frequency is stated on the Contract Specifications Page. Unless otherwise agreed to by Nationwide in writing, the Contract Owner will determine how this charge is to be allocated and deducted from Participant Accounts.

Participant Account Charge

Nationwide may deduct a Participant Account Charge from each Participant Account. The Participant Account Charge is a flat-dollar fee. If this charge is deducted by Nationwide the amount and frequency is stated on the Contract Specifications Page.

Plan Expenses and Additional Service Charges

The Contract Owner may elect to have expenses associated with the Plan or fees associated with additional services provided to Participants deducted from the Contract Value. If any charges associated with such Plan expenses or additional services are deducted from the Contract Value, Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the Plan expenses or additional services to be deducted and how these deductions will be apportioned among the Participant Accounts.

Additional Expense Charges

If the Contract Owner requests Nationwide to perform additional services related to the Contract, but not specifically described herein, then Nationwide may deduct charges for such services from the Contract Value. Nationwide and the Contract Owner will agree in writing, and in advance, to the amount of charges associated with the additional services described herein and how these deductions will be apportioned among the Participant Accounts.

Premium Charges

Nationwide will deduct from the Contract Value, the amount of any premium taxes levied by a state or any other government entity upon Purchase Payments received by Nationwide. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law.

3. INTEREST CREDITING UNDER THE CONTRACT

The INTEREST CREDITING UNDER THE CONTRACT section of the Contract is hereby deleted in its entirety and replaced with the following:

INTEREST CREDITING UNDER THE CONTRACT

The Contract provides an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Interest Rate which is listed on the Contract Specifications Page. Nationwide credits interest to the Contract at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfers and Exchanges to the Contract at any time.

Contract guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Contract is non-participating and will not share in any surplus of Nationwide.

Guaranteed Interest Rates

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Contract for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited for the next calendar quarter. Notwithstanding the preceding, the Withdrawal Value will be subject to a market value adjustment described herein due to termination.

Crediting Interest to the Contract

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Contract Value on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Contract Value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Contract Value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Contract Value

The Contract Value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Contract; plus
- (2) the daily interest earned; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value under the Contract

A Participant Account Value on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Contract; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

4. PURCHASE PAYMENTS

The PURCHASE PAYMENTS section of the Contract is hereby deleted in its entirety and replaced with the following:

PURCHASE PAYMENTS

Acceptance of Purchase Payments

Purchase Payments, representing Participant Contributions or other Plan contributions on behalf of Participants to Participant Accounts, will be made directly to Nationwide at the address listed on the Contract Specifications Page. Nationwide will only accept Purchase Payments denominated in the currency of the United States of America. Nationwide may accept Purchase Payments in another manner, such as securities in-kind subject to the following:

- (1) The Contract Owner provides advance notice to Nationwide and any specific information requested by Nationwide regarding the nature of the Purchase Payment; and
- (2) Nationwide provides its written consent to accept the Purchase Payment.

In addition, Nationwide reserves the right to discontinue accepting additional Purchase Payments at any time.

Processing of Purchase Payments

Purchase Payments will be applied to the Contract as described on the Contract Specifications Page. If the allocation of the Purchase Payment is not identified by the Contract Owner concurrently with Nationwide's receipt of the Purchase Payment or if the Purchase Payment is lacking any other supporting information reasonably necessary for Nationwide to process the Purchase Payment, Nationwide may return the Purchase Payment to the Contract Owner, without any further liability on the part of Nationwide.

Crediting and Recapture

To the extent permitted by law, Nationwide may in its discretion, credit additional amounts to the Purchase Payments. Typically, these credits are done at the request of the Contract Owner and are designed to cover expenses incurred by the Contract Owner upon leaving a previous investment provider. Nationwide anticipates recouping these expenses over time through managing of credited interest rates to take into account any additional crediting. In the event the Contract is terminated prior to recouping the costs associated with providing these credits, Nationwide will subtract the remaining unrecouped expenses associated with these credits from the Withdrawal Value.

5. EXCHANGES AND TRANSFERS

The EXCHANGES AND TRANSFERS section of the Contract is hereby deleted in its entirety and replaced with the following:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise “banked” for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- 1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- 2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- 3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- 4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

6. TERMINATION AND WITHDRAWALS

The TERMINATION AND WITHDRAWALS section of the Contract is hereby deleted in its entirety and replaced with the following:

In the event Nationwide provides annuity payment options to Retired Participants, notwithstanding anything in the Contract to the contrary, including Contract termination, Nationwide will retain the assets attributable to Retired Participants that are receiving annuity payments from Nationwide.

Termination by the Contract Owner

The Contract Owner may terminate the Contract at any time by notifying Nationwide in writing. Once Nationwide receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following Nationwide's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Termination by Nationwide

Nationwide may terminate the Contract at any time by notifying the Contract Owner in writing. Once the Contract Owner receives the notice to terminate, the Contract will be terminated in one-hundred and twenty (120) days ("effective date of termination"). Thirty (30) days following the Contract Owner's receipt of the written notification to terminate, Nationwide will no longer accept any additional Purchase Payments to the Contract, except by mutual agreement with the Contract Owner. Upon payment of the Withdrawal Value, Nationwide and the Contract Owner will be relieved of any additional responsibilities under the Contract.

Payment of the Withdrawal Value

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Contract.

- 1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Contract in one-lump sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Contract less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Contract. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- 2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Contract in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:
 - a) The Contract Value on the date before the installment is Withdrawn; divided by
 - b) the number of remaining installments.

Contract Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

Recapture of Acquisition Expenses

If Nationwide has provided any additional credits to the initial Purchase Payment that have not been recouped upon termination, Nationwide will deduct any unrecouped expenses associated with such credits from the Withdrawal Value.

7. This Amendment is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which include any previous amendments or endorsements, are contrary or inconsistent with the terms of this Amendment, this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:

By: _____

By: _____

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**FIXED ACCOUNT AMENDMENT
to
Group Flexible Purchase Payment Deferred Variable Annuity Contract**

General Information Regarding this Amendment

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

WHEREAS, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

DEFINITIONS

The following definitions are modified in, or added to, the Contract:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Contract Value - The combined value of the Variable Account(s) and the Fixed Account.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

Fixed Account - An option funded by Nationwide's general account crediting specified interest rates.

Guaranteed Minimum Fixed Account Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate.

Participant Account Value - The present value of the units and the Fixed Account attributable to a Participant's Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

FIXED ACCOUNT

The following is added to the Contract:

General Information Regarding the Fixed Account

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account at any time.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter.

Crediting Interest to the Fixed Account

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Fixed Account Value

The Fixed Account value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Fixed Account; plus
- (2) The daily interest earned, plus
- (3) Exchanges or Transfers to the Fixed Account, minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value in the Fixed Account

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Fixed Account; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Fixed Account; minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

CONTRACT EXPENSES

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

Premium Taxes

Any applicable premium taxes will be deducted from the Fixed Account in the manner described in the Contract.

EXCHANGES AND TRANSFERS

The following is added to the Contract:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- (1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- (2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- (3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- (4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

TERMINATION AND WITHDRAWALS

The following is added to the Contract.

Termination

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

- (1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Fixed Account. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- (2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

the Fixed Account value on the date before the installment is Withdrawn; divided by

- a) the number of remaining installments.
- b) Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:

By: _____

By: _____

CONTRACT SPECIFICATIONS PAGES

Contract Owner: [ABC Section 457 Deferred Compensation Plan, for the exclusive benefit of its Participants and their beneficiaries.]

Contract Owner's Address: [1234 Main Street
Suite 100
Anyplace, Any State 12345]
[Attn: John Doe, Director]

Nationwide's Address: [Nationwide Life Insurance Company
5900 Parkwood Road
Dublin, Ohio 43016
Attn: VP - Public Sector Finance and Actuarial]

Plan: [ABC Section 457 Deferred Compensation Plan]

Record-Keeper: [N/A][DEF Record-Keeping Company]

Variable Account(s): [The Deferred Compensation Variable Account]

Processing of Purchase Payments: Purchase Payments will be applied to the Contract by Nationwide within [five][(5)] business days of receipt in good order.

Contract Expenses:

Variable Account Charge: Maximum Charge [0.00% - 2.00%]

[For Sub-Accounts Identified as Investor Destinations on the Application] [0.00% - 2.00%]

[For Sub-Accounts Identified as Select Spectrum on the Application] [0.00% - 2.00%]

[For Sub-Accounts Identified as Passage on the Application]
[0.00% - 2.00%]

[Minimum Charge Reduction For Plans with Assets Between \$10,000,001 and \$25,000,000*] [0.05%]

[Minimum Charge Reduction For Plans with Assets Between \$25,000,001 and \$50,000,000*] [0.05%]

[Minimum Charge Reduction For Plans with Assets Between \$50,000,001 and \$100,000,000*] [0.05%]

[Minimum Charge Reduction For Plans with Assets Between \$100,000,000 and greater*] [0.05%]

[*For purposes of calculating the maximum charge, Plan assets are evaluated at least annually and no later than December 31st of each calendar year. The reductions are non-cumulative, that is each break-point is a total break-point, so the charge reduction is not added in addition to any lower level break-point reductions. If a break-point threshold is reached, Nationwide will apply the charge reduction within a reasonable period of time, but not later than six (6) months after the date assets are evaluated.]

Contract Maintenance Charge:

[N/A][[\$10,000,000] per [month][quarter][year]]

Participant Account Charge:

[N/A][[\$100] per Participant per [month][quarter][year]]

Fixed Account:

[N/A][Available]

Exchange/Transfer Limitation Elected:

[N/A][Combined aggregate Exchange and Transfer limitation of [100%] of the Fixed Account value with a combined maximum number of outgoing Exchanges and Transfers per Participant of [50] per year. The Fixed Account value of Plan assets for purposes of determining the limitation is established on the [December 31st] of the previous calendar year for the current calendar year.]

[Combined per Participant Exchange and Transfer limitation of [100%] of the Participant's Account value allocated to the Fixed Account with a combined maximum number of outgoing Exchanges and Transfers per Participant of [50] per year. A Participant is required to wait a minimum of [60] days between each Exchange and/or Transfer.]

Guaranteed Minimum Fixed Account Interest Rate: [N/A][0.00%]

<i>SERFF Tracking Number:</i>	<i>NWFA-126938452</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47550</i>
<i>Company Tracking Number:</i>	<i>NRC-0110AO</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>457 Group Fixed Annuity Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Application
Comments:
 Form number of applications and date of approval
 NRA-0104AO and NRA-0105AO - 07/14/2006 (Dept. Filing # 32073)

Item Status: **Status Date:**

Satisfied - Item: Memorandum of Variables
Comments:
Attachment:
 Memorandum of Variables.pdf

Item Status: **Status Date:**

Satisfied - Item: Certification for Reg 19 and Consumer Notices
Comments:
Attachments:
 AR Cert of Compliance Reg 19.pdf
 Life 3940-B.pdf
 APO-6301-1 Important Notice.pdf

MEMORANDUM OF VARIABLES

Language not bracketed as variable, unless otherwise specified, will not be subject to change.

Group Flexible Purchase Payment Deferred Fixed Annuity Contract

Fixed Contract

Nationwide officers' signatures on the face page of the Contract are bracketed, as they change over time.

Contract Specifications Pages (NRB-0106AO.1)

Issuing Information - The following information is customized to each contract based upon the entity to which the contract is issued.

- (1) Contract Owner
- (2) Contract Owner's Address
- (3) Plan
- (4) Record-Keeper

Nationwide's Address - If Nationwide's address information changes, it will be modified to reflect the current address and contact information.

Record-Keeper - If no third-party Record-Keeper is utilized under the contract, the field will be listed as "N/A." If a third-party Record-Keeper is used, then Nationwide will list the name of the third-party Record-Keeper.

Processing of Purchase Payments - The bracketed values of "five" and "5" represent the *longest* time Nationwide will take to process purchase payments.

Contract Expenses - Each charge is explained fully below.

- (1) *Contract Maintenance Charge* - If the fee is assessed it will be on a monthly, quarterly or annual basis. The current maximum Contract Maintenance Charge is \$10,000,000.
- (2) *Participant Account Charge* - If the fee is assessed it will be on a monthly, quarterly or annual basis. The current maximum Contract Maintenance Charge is \$100.

Exchange/Transfer Limitation Elected -

- (1) Combined aggregate Exchange and Transfer limitation of the Fixed Account value. The maximum percentage allowed is 100%. The Participants are allowed a combined maximum number of 50 outgoing Exchanges and Transfers per year. The Fixed Account value of Plan assets for purposes of determining the limitation is established on the [December 31st] of the previous calendar year for the current calendar year.
- (2) Combined per Participant Exchange and Transfer limitation of the Participant's Account value allocated to the Fixed Account. The maximum percentage allowed is 100%. The Participants are allowed a combined maximum number of outgoing Exchanges and Transfers per Participant of 50 per year. A Participant is required to wait a minimum of 60 days between each Exchange and/or Transfer.

Guaranteed Minimum Interest Rate – a minimum rate of interest established by Nationwide. At no time will there be an interest rate declared under the Contract that is lower than the Guaranteed Minimum Interest Rate then in effect.

Group Flexible Purchase Payment Deferred Variable Annuity Contract

Contract Specifications Pages (NRB-0105AO.1)

Issuing Information - The following information is customized to each contract based upon the entity to which the contract is issued.

- (1) Contract Owner
- (2) Contract Owner's Address
- (3) Plan
- (4) Record-Keeper

Nationwide's Address - If Nationwide's address information changes, it will be modified to reflect the current address and contact information.

Record-Keeper - If no third-party Record-Keeper is utilized under the contract, the field will be listed as "N/A." If a third-party Record-Keeper is used, then Nationwide will list the name of the third-party Record-Keeper.

Variable Account(s) - Nationwide may currently use one of three different variable accounts under the contract. These variable accounts are: (1) the Deferred Compensation Variable Account (DCVA); (2) the National Association of Counties Variable Account (NACoVA); and (3) the Governmental Plans Variable Account (GPVA). In the future, Nationwide may offer one or more variable accounts with each contract it issues. Nationwide will only establish variable accounts and variable account investment policies consistent with Ohio and federal law.

Processing of Purchase Payments - The bracketed values of "five" and "5" represent the *longest* time Nationwide will take to process purchase payments.

Contract Expenses - The variability identified with regard to each charge is explained fully below.

- (1) *Maximum Variable Account Charge* - The values 0.00% - 2.00% represent the range of charge Nationwide may assess for the Variable Account Charge.
- (2) *For Sub-Accounts Identified as....on the Application* - There are three different sets bracketed. These represent "fund-tiers." Nationwide may reduce the Variable Account Charge for certain groups of funds based on common expense characteristics and characteristics that result in cost savings to Nationwide. Each fund-tier will have a name and different Variable Account Charge (always lower than the listed Maximum Variable Account Charge). The bracketed range of 0.00% - 2.00% represents the range of charge Nationwide may assess within each fund-tier. Nationwide bracketed for three fund-tiers, but Nationwide may add additional fund-tiers consistent with the ones bracketed on the Contract Specifications Page. Nationwide may or may not offer fund-tiers.
- (3) *Minimum Charge Reduction For Plans with Assets Between...* - These are charge reductions that Nationwide may apply based on plan asset levels ("break-points"). Upon reaching specified break-points, the corresponding Variable Account Charge is reduced (for the maximum and for each fund-tier). The 0.05% charge is the minimum Nationwide will apply to each break-point. Nationwide may or may not offer break-points.
- (4) *Contract Maintenance Charge* - Will be taken instead of, or in addition to the Variable Account Charge. If the fee is assessed it will be on a monthly, quarterly or annual basis. The current maximum Contract Maintenance Charge is \$10,000,000.
- (5) *Participant Account Charge* - Will be taken instead of, or in addition to the Variable Account Charge. If the fee is assessed it will be on a monthly, quarterly or annual basis. The current maximum Participant Account Charge is \$100.

Fixed Account - Amendment NRD-0104AO if elected is available with the Variable Contract. The bracketed field specifies whether this option has been elected or not elected.

Exchange/Transfer Limitation Elected

- (1) Combined aggregate Exchange and Transfer limitation of the Fixed Account value. The maximum percentage allowed is 100%. The Participants are allowed a combined maximum number of 50 outgoing Exchanges and Transfers per year. The value for the plan is established on December 31st of the previous calendar year for the current calendar year.
- (2) Combined per Participant Exchange and Transfer limitation of the Participant's Account value allocated to the Fixed Account. The maximum percentage allowed is 100%. The Participants are allowed a maximum of 50 Exchanges and Transfers per year and must allow a maximum of 60 days between each Exchange and/or Transfer.

Guaranteed Minimum Fixed Account Interest Rate – a minimum rate of interest established by Nationwide. At no time will there be an interest rate declared under the Contract that is lower than the Guaranteed Minimum Fixed Account Interest Rate then in effect.

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) NRC-0110AO, NRB-0106AO.1, NRD-0102AO, NRD-0104AO and NRB-0105AO.1

We certify that these form(s) comply with Regulation 19s10B, as well as all applicable requirements of the Department.

So certified this 14 day of December , 2010.



Signature

James J. Rabenstine, Vice President
Officer and Title

Nationwide Life Insurance Company
Name of Company

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



IMPORTANT INFORMATION FOR CONTRACT OWNERS

If you need to contact someone about this contract for any reason, please contact the financial services professional who services your annuity contract. If you have additional questions or need assistance you may contact Nationwide's Annuity Customer Service. The address and telephone numbers are below.

The name, address, and telephone number of the financial services professional who services your contract is shown on the Transaction Confirmation statement enclosed with your new contract.

You may write to Customer Service at:

**Nationwide Life Insurance Company
P.O. Box 182021
Columbus, OH 43218-2021**

or call toll free between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

1(800) 848-6331

If you feel you are not receiving adequate or reasonable service, you should feel free to contact:

**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
1-800-852-5494**